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Attorneys for Defendant
UNITED STATES DEPARTMENT OF THE ARMY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

AMERICAN SMALL BUSINESS LEAGUE,)	No. C 10-1600 LB
)	
Plaintiff,)	STIPULATION AND [PROPOSED]
)	ORDER RE SETTLEMENT AND
v.)	DISMISSAL WITH PREJUDICE
)	
UNITED STATES DEPARTMENT OF THE ARMY,)	
)	
Defendant.)	

Plaintiff AMERICAN SMALL BUSINESS LEAGUE (“Plaintiff”) and Defendant UNITED STATES DEPARTMENT OF THE ARMY (“Defendant”), by and through their undersigned counsel, hereby enter into this Stipulation and [Proposed] Order Re Settlement and Dismissal With Prejudice (the “Stipulation”) as follows:

1 1. Defendant shall pay to Plaintiff the amount of five thousand eight hundred five
 2 U.S. dollars and eighty cents (\$5,805.80) in full and complete satisfaction of Plaintiff's claims
 3 for attorneys' fees, costs, and litigation expenses under the Freedom of Information Act
 4 ("FOIA") in the above-captioned matter. This payment shall constitute full and final satisfaction
 5 of any and all of Plaintiff's claims for attorneys' fees, costs, and litigation expenses in the above-
 6 captioned matter, and is inclusive of any interest. Payment of this money will be made by
 7 electronic funds transfer, and Plaintiff's counsel will provide the necessary information to
 8 Defendant's counsel to effectuate the transfer. Defendant will make all reasonable efforts to
 9 make payment within thirty (30) days of the date that Plaintiff's counsel provides the necessary
 10 information for the electronic funds transfer and this Stipulation is approved by the Court,
 11 whichever is later, but cannot guarantee payment within that timeframe.

12 2. Upon the execution of this Stipulation, Plaintiff hereby releases and forever
 13 discharges Defendant, its successors, the United States of America, and any department, agency,
 14 or establishment of the United States, and any officers, employees, agents, successors, or assigns
 15 of such department, agency, or establishment, from any and all claims and causes of action that
 16 Plaintiff asserts or could have asserted in this litigation, or which hereafter could be asserted by
 17 reason of, or with respect to, or in connection with, or which arise out of, the FOIA request on
 18 which this action is based or any other matter alleged in the Complaint, including but not limited
 19 to all past, present, or future claims for attorneys' fees, costs, or litigation expenses in connection
 20 with the above-captioned litigation.

21 3. The provisions of California Civil Code Section 1542 are set forth below:

22 "A general release does not extend to claims which the creditor does not know or
 23 suspect to exist in his favor at the time of executing the release, which if known
 24 by him must have materially affected his settlement with the debtor."

24 Plaintiff, having been apprised of the statutory language of Civil Code Section 1542 by its
 25 attorneys, and fully understanding the same, nevertheless elects to waive the benefits of any and
 26 all rights it may have pursuant to the provision of that statute and any similar provision of federal
 27 law. Plaintiff understands that, if the facts concerning any injuries, liability for damages
 28 pertaining thereto, or liability for attorneys' fees, costs or litigation expenses are found hereafter

1 to be other than or different than the facts now believed by it to be true, the Stipulation shall be
2 and remain effective notwithstanding such material difference.

3 4. Execution of this Stipulation and its approval by the Court shall constitute
4 dismissal of this case with prejudice pursuant to Fed. R. Civ. P. 41(a).

5 5. The parties acknowledge that this Stipulation is entered into solely for the
6 purpose of settling and compromising any remaining claims in this action without further
7 litigation, and it shall not be construed as evidence or as an admission on the part of Defendant,
8 the United States, its agents, servants, or employees regarding any issue of law or fact, or
9 regarding the truth or validity of any allegation or claim raised in this action, or as evidence or as
10 an admission by the Defendant regarding Plaintiff's entitlement to attorneys' fees or other
11 litigation costs under FOIA. This Stipulation shall not be used in any manner to establish
12 liability for fees, amounts, or hourly rates in any other case or proceeding involving Defendant.

13 6. This Stipulation is binding upon and inures to the benefit of the parties hereto and
14 their respective successors and assigns.

15 7. If any provision of this Stipulation shall be held invalid, illegal, or unenforceable,
16 the validity, legality, and enforceability of the remaining provisions shall not in any way be
17 affected or impaired thereby.

18 8. This Stipulation shall constitute the entire agreement between the parties, and it is
19 expressly understood and agreed that this Stipulation has been freely and voluntarily entered into
20 by the parties hereto. The parties further acknowledge that no warranties or representations have
21 been made on any subject other than as set forth in this Stipulation.

22 9. The persons signing this Stipulation warrant and represent that they possess full
23 authority to bind the persons on whose behalf they are signing to the terms of the Stipulation.

24 10. This Stipulation may not be altered, modified or otherwise changed in any
25 respect except in writing, duly executed by all of the parties or their authorized representatives.

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11. This Stipulation may be executed in counterparts and is effective on the date by which both parties' counsel have executed the Stipulation.

SO STIPULATED AND AGREED.

DATED: April 8, 2011

By: /s/
ROBERT E. BELSHAW
Attorney for Plaintiff

MELINDA HAAG
United States Attorney

DATED: April 8, 2011

By: /s/
NEILL T. TSENG
Assistant United States Attorney
Attorneys for Defendant

PURSUANT TO STIPULATION, IT IS SO ORDERED:

DATED: April 12, 2011

